INSURANCE—NON-PAYMENT OF PREMIUMS—FORFEITURE—PAID-UP POLICY.—By the terms of plaintiff's life insurance policy if, after the payment of three annual premiums default in further payments occurred, then, upon surrender of the policy and demand made within six months a paid-up policy would be issued bearing a certain proportion to the original. Plaintiff paid three annual premiums, defaulted in further payments, and failed to surrender his policy or make any demand within six months, but after a lapse of about two years, now brings action to enforce the issuance of a paid-up policy. *Held*, that he could recover. *Washington Insurance Company* v. *Glover* (1904), — Ky. —, 78 S. W. Rep. 146.

The present decision follows, *Insurance Company* v. *Jarboe*, 102 Ky. 80, 42 S. W. Rep. 1097, 80 Am. St. Rep. 343, which was a similar case holding time not to be of the essence of the contract and overruling prior Kentucky decisions on the subject. The authorities, however, are not agreed. In accord are *Chase* v. *Phoenix Mutual Ins. Co.*, 67 Me. 85; *Dorr* v. *Lane*, 67 Me. 438. Contra, *Attorney-General* v. *Insurance Company*, 93 N. Y. 70; *Insurance Company* v. *Whitehead*, 58 Miss. 226, 38 Am. Rep. 322; *Knapp* v. *Insurance Company*, 117 U. S. 411, 29 L. Ed. 960.

JUDGMENT—ACTION TO REVIVE—PLEA OF PAYMENT.—A third party to whom money was furnished by a judgment debtor to buy up a judgment secured an assignment of the judgment from the judgment creditor without knowledge on his part of the circumstances and for a sum less than the face value of the judgment. In an action by the judgment plaintiff to revive the judgment, *Held*, such payment amounted only to a payment pro tanto. *Dickerson* v. *Campbell, et al.* (1904), — Fla. —, 35 So. Rep. 986.

The court reasoned that as the sum paid was money of the debtor and paid by one acting as his agent, it was the same as if paid by himself. No consideration sufficient in law exists for the surrender of the balance and the transaction is to be treated as a partial payment by the debtor. *Deland* v. *Hiett*, 27 Cal. 611. The only case we find directly in point is *Shaw* v. *Clark*, 6 Vt. 507, 27 Am. Dec. 578, where the facts and conclusions are very similar to those in this case.

MUNICIPAL CORPORATIONS—CONTRACTS—GENERAL LIABILITY FOR LOCAL IMPROVEMENTS.—A city ordinance for a sewer construction provided that the contractor should have no lien on the city, in any event, above the amount provided to be raised for the improvement by general taxation; and the contract declared that the contractor should make no claim against the city, except for the city's share of the cost; and he agreed to take all risks of the invalidity of special assessments levied to pay the balance of the cost, but the city agreed, in case any of the assessments were declared void, to levy a new assessment therefor. Certain of the assessments were declared void by the supreme court, which at the same time held that the ordinance under which they were levied was valid, so that new assessments might be validly levied thereunder. *Held*, that since the contractor could maintain mandamus to compel the city officers to levy such new assessment, their refusal to do so did not entitle him to sue the city in assumpsit therefor. *City of Alton* v. *Foster* (1904), — Ill. —, 69 N. E. Rep. 783.

The decision in this case is directly supported by *City of Pontiac* v. *Talbot Paving Co.*, 94 Fed. Rep. 65, 36 C. C. A. 88, 48 L. R. A. 326, where the authorities are extensively reviewed. A distinction is to be drawn, however, between cases in which the city has refused to levy an assessment which it has power to levy, and cases in which the city has contracted to levy an